ELECTRONIC SYSTEMS CENTER (ESC)

BLANKET PURCHASE AGREEMENT (BPA)

UNDER THE

GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL SUPPLY SCHEDULE (FSS) FOR

INFORMATION TECHNOLOGY SERVICES PROGRAM (ITSP) II

In the spirit of acquisition streamlining, enter into an agreement to facilitate the GSA FSS Contracts:		nd Assistance Service	es (A&AS) from the	e following
00CORP – Corporate Contract				
			(Enter GSA Contra	ct Number)
70 – General Purpose Commerc				
Software and Services			(Enter GSA Contra	ct Number)
872 – Auditing Services and Fina	ancial Management Servi	ces		
		(Enter GSA Contra	ct Number)	
874V – Logistics Worldwide (LOG	GWORLD)			
			(Enter GSA Contrac	t Number)
See Attachment 1 for applicable Specia	al Items Numbers (SIN).			
FSS contract BPAs eliminate contractin technical documents and solicitations; a permitted with FSS contractors in accor	and the evaluation of bids	and offers. Contract	or Team Arrangem	
The parties agree that the Terms and C and those set forth in the individual task Conditions set forth in either this BPA or FSS contract(s) set forth above.	corder shall govern perfo	rmance on that order.	. In no event will th	ne Terms and
Signatures:				
DOROTHY A. FEBBI	Date	BPA Holder Signatur	re	Date
ITSP II Procuring Contracting Officer (PCO)		Title		
ESC/XPK		Company Name		

TEAM MEMBER ENDORSEMENT

If BPA Team Arrangements permit direct ordering to Team Members, each Team Member must complete and sign/date below indicating agreement and compliance with the Terms and Conditions set forth in this BPA. Subcontractors are not required to sign this BPA.

Company Name (BPA Team Member)		
Signature	Date	
Title		
GSA Contract Number/FSS Schedule		
Company Name (BPA Team Member)		
Signature	Date	
Title		
GSA Contract Number/FSS Schedule		
Company Name (BPA Team Member)		
Signature	Date	
Title		
GSA Contract Number/FSS Schedule		

(Add/delete signature blocks as needed to accommodate team size)

ELECTRONIC SYSTEMS CENTER (ESC) BLANKET PURCHASE AGREEMENT (BPA) INFORMATION TECHNOLOGY SERVICES PROGRAM (ITSP) II

Pursuant to the GSA FSS contract number(s)	and ESC under the Terms and Conditions
of the above stated contract(s) and the following	Terms and Conditions incorporated in this BPA:
ADMINISTRATIVE DATA: Each BPA Holder an website in accordance with ESC Specific Terms	nd Team Member must provide this data and maintain it on their and Conditions. Para 23 of this BPA
mozone in accordance man 200 opcome remie	
Primary Point of Contact: (Provide complete	
name, title, corporate address, electronic	
mail address and phone number):	
Altamata Daint of Contact	
Alternate Point of Contact:	
Company Website Address:	
(Once BPAs are awarded, the website address v	with a direct link to your ITSP II data must be provided to ESC/XPK)
Extensible Markup Language (XML) Catalog Add	dress:
	by Team Members prior to submission to Team Lead. It will be mber 2001via email to Dorothy.febbi@hanscom.af.mil)
Are you designated a Small Business under any	of the ITSP II applicable GSA FSS? YESNO
If YES, which schedule?	<u> </u>
of the ITSP II applicable GSA FSS? YES	ition (SBA) certified Small Disadvantaged Business (SDB) under any NO
If YES, which schedule?	
Are you a Woman-Owned Small Business? YES	SNO
If YES, which schedule?	<u> </u>
Are you a Service Disabled Veteran Owned Sma	
If YES, which schedule?	<u> </u>

CAGE CODE:	
DUNS NUMBER:	
TIN:	
Cognizant DCMA Office (Include complete address):	
Cognizant DFAS Office (Include complete address):	

ADMINISTRATIVE CHANGES OR TEAM COMPOSITION CHANGES: The Team Lead may make unilateral changes to the makeup of the Team at any time during the life of the BPA. To make these changes the Team Lead must notify the ITSP II Procuring Contracting Officer (PCO) (ESC/XPK) in writing, by providing a copy of the above information with the appropriate signature(s), and update the website of the Team Lead to incorporate these changes. Any order issued prior to a change must be completed with the Team membership that was current at the time the order was placed unless otherwise agreed to by the ordering office PCO.

ELECTRONIC SYSTEMS CENTER (ESC) BLANKET PURCHASE AGREEMENT (BPA) INFORMATION TECHNOLOGY SERVICES PROGRAM (ITSP) II

1. AUTHORITY: This BPA is entered into pursuant to the terms of the BPA Holder's FSS contract(s) and FAR 8.404(b)(4).

2. DESCRIPTION OF AGREEMENT:

Under this agreement, the BPA Holder shall provide Command and Control (C2) Advisory and Assistance Services (A&AS) to Electronic Systems Center (ESC) system acquisition programs and development planning projects during all phases of the acquisition cycle. These services will be provided when ordered by an authorized ordering office during the term of this BPA via Labor Hour (LH) or Firm Fixed Price (FFP) task orders. This BPA provides support for ESC only (to include geographically separated units [GSU]).

3. SERVICES AVAILABLE UNDER THIS BPA:

A&AS are government-purchased services from non-governmental sources acquired by contract to support or improve organization policy development, decision making, management and administration, support program and/or project management and administration; provide management and support services for research and development (R&D) activities; provide engineering and technical support services; or improve the effectiveness of management processes or procedures. Such services may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training, and technical support. A&AS falls into one of the following categories (see DFARS 237.201, "Advisory and Assistance Services Definitions," for their definitions):

Management and Professional Support Services, Studies, Analyses, and Evaluations, and/or Engineering and Technical Services.

Your ITSP II website shall include a list of services, labor categories and descriptions and rates which may be ordered under this BPA.

4. PLACE OF PERFORMANCE:

Appendix A s a listing of ESC's GSUs and tenants. Each BPA proposal shall include a copy of Appendix A designating those site(s) for which services are being offered. If services and/or rates will differ based on location, please provide a separate table, cross referenced to the applicable location, with a listing of all services/labor categories, with accompanying rates and category descriptions.

5. PRICING:

a. The GSA has determined the loaded labor rates available through FSS to be fair and reasonable. The FSS rates in effect on the date of order award, or proposed discounted rates for a specific order, shall govern that order's basic performance period. If an order includes option periods, the FSS rates or proposed discounts for the corresponding period will apply. If a BPA Holder has been authorized a rate increase resulting from a negotiation under the Economic Price Adjustment (EPA) provision of their FSS and they have incorporated those rates in their BPA before the exercise of an option period, those rates will become applicable for billing purposes for the option period on the effective date contained in their FSS for these new rates. In order to ensure that pricing on orders resulting from this BPA remains current, BPA Holders are responsible for maintaining and updating a listing of labor categories and rates on their ITSP II website (reference Para 3) within 24 hours of a change in their FSS prices.

- b. The BPA Holder can voluntarily reduce GSA FSS prices at any time by providing written notification (by U.S. mail, facsimile, or electronic-mail) to the ITSP II PCO (ESC/XPK). After this notification, the BPA Holder will update their ITSP II website, in a timely manner, to reflect the new price list for immediate use of all authorized potential BPA users. The written notification described above is not required for discounts offered only for a specific order.
- c. The BPA Holder may also increase GSA FSS prices as per the terms of that contract. Any BPA price increase shall not take effect until the ITSP II PCO (ESC/XPK) receives written notification (by U.S. mail, facsimile, or electronic-mail) and the price change has been posted by the BPA Holder at the required website. In no event will the prices under this BPA exceed those on the applicable GSA schedule as amended. Any order already issued shall not be affected by any change to BPA pricing (except as changes may apply to option years as described in 5a above, if applicable). The prices offered under this BPA will undergo annual review by the ITSP II PCO (ESC/XPK).

6. PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contracts and all clauses and provisions in full text or incorporated by reference herein:

a. Incorporated by reference are:

FAR 52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC
	ENTERPRISES (JUN 2000)
FAR 52.232-1	PAYMENTS (APR 1984)
FAR 52.232-7	PAYMENTS UNDER TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (MAR 2000)
FAR 52.232-11	EXTRAS (APR 1984)
FAR 52.245-5	GOVERNMENT PROPERTY (COST-REIMURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

b. <u>In full text are:</u>

AFMC FAR 5352.209-9002 - ORGANIZATIONAL CONFLICT OF INTEREST (JULY 1997)

Preamble to the Organizational Conflict of Interest (OCI) Clause: Whenever the Government solicits information from the Contractor for the purposes of issuing a potential order (or, if the Government issues an order without first soliciting information from the Contractor), unless the order states that it is exempt from the OCI provisions, the Contractor shall promptly review the services ordered prior to commencing performance and inform the Ordering Contracting Officer, in writing, of any pre-existing circumstances which might create a conflict of interest under the OCI provisions of this BPA. In such event, the Government may, in its sole discretion, either cancel the order at no-cost to the Government or grant a waiver to the OCI provisions and direct the Contractor to proceed with performance.

AFMC FAR 5352.209-9002 - ORGANIZATIONAL CONFLICT OF INTEREST (JULY 1997)

- (a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.
 - (1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

Alternate II (AFMC) (JUL 1997)

(2) The Contractor shall participate in the technical evaluation of other Contractors' proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for a period of five (5) years beginning on BPA award. This does not apply to other technical evaluations concerning the system.

Alternate III (AFMC) (JUL 1997)

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

Alternate VI (AFMC) (JUL 1997)

(c) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

(End of Clause)

AFMC FAR 5352.245-9004 - BASE SUPPORT (JULY 1997)

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance

with the Government Property clauses.

- (b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f)
- (c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.
- (d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or non-availability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.
 - (e) Following are installations where base support will be provided (insert list of installations).

Hanscom AFB, MA 38 EIW, Tinker AFB, OK CPSG, Kelly AFB, TX MSG, Wright-Patterson AFB, OH SSG, Gunter Annex, Maxwell AFB, AL Other locations as specified in each order

(f) The Government support to be furnished under this contract is: Government-controlled working space, 1 Desk, 1 Chair, 1 Phone and when specified in each order, material, equipment, services (including automatic data processing), or other support. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

Alternate I (AFMC) (JULY 1997)

(g) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

(End of Clause)

7. <u>ESC SPECIFIC TERMS AND CONDITIONS</u>:

a. Prohibited Activities

The BPA Holder shall not perform tasks under any resultant order which involve the following:

- (1) Preparation of any statement of requirements, objectives, or needs to be procured by the Government for A&AS, whether to be acquired by future orders under the ITSP II program or by any other contract action at ESC;
- (2) Evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for A&AS or any other supplies or services;
- (3) Formulation of best value criteria, acquisition plans, solicitations or strategies for the purchase of A&AS;

(4) Preparation of documentation for future ITSP II task orders.

b. Segregation of Costs

- (1) FAR 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts," provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government-directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA Holder is authorized to purchase on a cost-reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA Holder as authorized for purchase.
- (2) The BPA Holder shall segregate costs associated with travel and materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.
- (3) The ceiling price referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

c. Options

All requests for quotations (RFQ) issued by ESC ITSP II users, for the purpose of obtaining proposals to evaluate/award a task order(s) for ITSP II support of their requirements, which require option periods of performance to be priced, must include therein FAR provision 52.217-5, Evaluation of Options.

8. REPRESENTATIVE OF THE CONTRACTING OFFICER

a. The following named Functional Area Evaluator (FAE) at the appropriate ordering Systems Program Office (SPO) is (are) authorized to act as an official representative of the Ordering PCO.

(To be specified when orders are issued)

- b. The above is (are) designated by the Ordering PCO and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Ordering PCO. This authority shall extend to the following: inspection, acceptance, or rejection of work.
- c. This designation does not include authority to direct changes in scope, price, or terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the task order that require the signature of the Ordering PCO, or to bind the Government by contract in terms of a proposed contract change.

9. LABOR HOUR ORDERS

- a. The BPA Holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) within the terms specified and at the price(s) stated. All orders will be issued and modified at the contract-year labor rates in effect at the time the work is performed (once beyond the basic order award period of performance).
- b. It is understood and agreed that the BPA Holder shall use in the performance of the contract, the labor categories and hours specified in each order.
- c. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA Holder to determine the optimum labor mix

for the order, the BPA Holder may, without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 30%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA Holder will not be paid more than the ceiling price of any individual order.

- d. The Government shall have the right to direct temporary performance (NTE 179 days) of services in any labor category at locations other than Hanscom AFB or ESC's GSU locations, to include overseas locations. In the event that the Government exercises this right, the BPA Holder/Team Member shall be entitled to an equitable adjustment to the extent that the change in location of services increases the BPA Holder/Team Member's cost of performance and such costs are not otherwise covered or provided for under any other terms & conditions of the task order.
- e. In the event the BPA Holder/Team Member expends fewer hours than set forth in the individual order, the ceiling price for the order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.
- f. Notwithstanding any other provision, the BPA Holder/Team Member shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.
- g. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

10. COST REIMBURSABLE TRAINING

- a. ITSP II BPA Holder/Team Member personnel are required to possess the skills necessary to support the minimum requirements of the Statement of Objectives (SOO) tasking for the labor category under which they are performing. Training necessary to meet minimum requirements will not be paid for by the Government nor charged to task orders by BPA Holders/Team Members.
- b. In situations where the Government organization being supported requires some unique level of support because of program/mission-unique needs, then the BPA Holder/Team Member may directly charge the task order, on a cost reimbursable basis. Unique training required for successful SPO support must be specifically authorized in the order. Such education/training might be provided by Government entities such as AFIT, DSMC, etc. or by third party private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Labor expenses and travel related expenses allowable under the Joint Travel Regulations (JTR) may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) may also be recoverable on a cost reimbursable basis if specifically authorized in a particular order. The ESC Program Office requiring the unique support must document the order file with a signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of unique or special Program Office requirements to support the billing of such costs against the order.

11. COLLOCATION

The Government reserves the right to require the BPA Holder/Team Member to collocate a portion of its ITSP II workforce with the Program Office supported. The Government will make available base support, in accordance with the Base Support clause, for any such collocation. Collocation can only be directed by the Ordering PCO and must be in writing. The Government estimates that the percentage of labor hours to be collocated will be approximately 90%. However, the Government also reserves the right to require that all BPA Holder/Team Member personnel performing services on orders be located in BPA Holder facilities. In the event that the Government requires collocation of more or less than 90% of contract employees performing on orders, this will not provide the basis for any equitable adjustment to the price, terms and/or conditions of the contract.

Should the Government require a significant amount of effort be performed in BPA Holder facilities, on a case-by-case basis, the Ordering PCO will determine if costs are allowable.

12. TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this program. Reimbursement for travel is limited to that required in the performance of the order. Local travel or the relocation of BPA Holder/Team Member personnel from other geographic areas, for the purpose of staffing an order, is not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA Holder/Team Member employee's home and Hanscom AFB (or any of the ESC GSUs) or the Bedford MITRE facility and the employee's home, or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Ordering PCO on a case-by-case basis.

13. FEDERAL HOLIDAYS

Unless specifically authorized in writing by the FAE, no services will be provided and no charges will be incurred and/or billed to any order under this program on any of the Federal Holidays listed below:

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

If Government personnel are not present when the services are performed, work must be accomplished at an approved corporate office.

14. FINANCIAL CONFLICT OF INTEREST

- a. Except as provided for under subparagraph (d) hereof, the BPA Holder/Team Member shall not assign, nor allow any employee for whom it receives payment under this contract to perform any task under this contract concerning any program, BPA Holder, contract, or other matter in which that employee, or that employee's spouse, minor child or household member has a financial interest. For each employee who performs a task in violation of this prohibition, the price of the CLIN under which the BPA Holder/Team Member receives payment for that performance shall be reduced by the product of the hourly rate prescribed for that employee in the schedule (including wages, indirect costs, general and administrative expenses and profit), multiplied by the number of hours in which that employee was performing the task in violation of this prohibition, and the BPA Holder/Team Member shall forfeit any right to receive said payment. Direct and indirect costs allocable to the expended hours for which payment has been forfeited shall be accounted for as unallowable costs and shall not be charged to this or any other Government contract.
- b. A financial interest consists of any interest in, or affiliation with, a Government BPA Holder/Team Member, a subcontractor to a Government BPA Holder/Team Member, any offerors, or any prospective subcontractor to any offeror for the program, contract, or other matter for which the employee is performing the support task under this contract. A financial interest does not consist of an interest in, or affiliation with, the BPA Holder/Team Member that is the party to this contract. The financial interest can take the form of any ownership interest (e.g. stock; ownership of bonds; a loan or other financial arrangement that is other than an arm's length transaction; employment, or an arrangement concerning prospective employment, including negotiations therefore, or, any non-arm's length loan, any gift from, or any other non-arm's length financial arrangement or interest with, any person who is directly communicating with the Government on behalf of any Government BPA Holder/Team Member, subcontractor Holder thereto, or any prospective subcontractor Holder or offeror as described above.

- c. The BPA Holder/Team Member shall obtain and maintain, as part of its personnel records, a financial disclosure statement from each employee assigned to perform support tasks for the Government under any order resulting from this program. The financial disclosure statement shall: (1) list any financial interests described in subparagraph (b) hereof, (2) be obtained not later than each employee's initial assignment to a support task under this program, (3) be updated at least annually, and (4) be reviewed by the BPA Holder/Team Member with each employee on an annual basis during the term of the orders under this program.
- d. Whenever the BPA Holder/Team Member wishes to assign an employee to perform a task on an order under this program concerning any program, contract, BPA Holder/Team Member, or other matter in which the employee has a financial interest as defined under subparagraph (b) hereof, the BPA Holder shall, before making the assignment, obtain a written waiver from the Ordering PCO, by submitting to the BPA Holder/Team Member Officer a written request for waiver including all relevant supporting information. The Ordering PCO shall have the sole discretion to grant or deny the waiver in whole or in part. The Ordering PCO's determination shall be discretionary, final and conclusive and not subject to appeal under the Disputes clause or the Contract Disputes Act of 1978.
- e. The BPA Holder/Team Member shall, upon written request by the Ordering PCO, and at no increase in contract price, make such financial disclosure statement available to the Government for inspection and review.

15. ITSP II NONPERSONAL SERVICES

- a. In performance of this contract, the BPA Holder/Team Member will provide A&AS support in the form of services and data required by program offices to support management of their overall systems engineering, technical and integration efforts. This will be based upon the order's Statement of Work (SOW) for the specific effort.
- b. The services required under ITSP II constitute professional and management services within the definition provided by DFARS 237.201. ITSP II will obtain professional A&AS that is essential to the ESC mission but not otherwise available within ESC.
- c. The Government will neither supervise BPA Holder/Team Member employees nor control the method by which the BPA Holder/Team Member performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA Holder/Team Member employees. It shall be the responsibility of the BPA Holder/Team Member to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA Holder/Team Member feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA Holder/Team Member's further responsibility to notify the Ordering PCO immediately.
- d. These services shall not be used to perform work of a policy/decision making or management nature. All decisions relative to programs supported by ITSP II BPA Holders/Team Members will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

16. ITSP II SUPPORT BPA HOLDER/TEAM MEMBER/SUBCONTRACTOR IDENTIFICATION

All ITSP II support BPA Holder/Team Member/Subcontractor personnel will be required to wear company identification badges so as to distinguish themselves from Air Force (organic) employees. When conversing with Government personnel during business meetings, over the telephone or via electronic mail, support BPA Holder/Team Member/Subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Electronic mail signature blocks shall identify their company affiliation. Where practicable, support BPA Holders/Team Members/Subcontractors occupying collocated space with their Government program customer should identify their work space area with their name and company affiliation.

17. ITSP II SUPPORT BPA HOLDER/TEAM MEMBER COLLOCATION RENTAL FEES

Should support BPA Holder/Team Members be required to be collocated with their Government customer in an office building owned by the MITRE Corporation, and if rent is charged by MITRE for such occupation of work space, the BPA Holder/Team Member may recover such expenses on a cost-reimbursement basis to the extent authorized by the order(s).

18. TERM OF BPA

This BPA expires five (5) years from the date of issue. This BPA is not a contract. If the BPA Holder fails to perform in a manner satisfactory to the ITSP II PCO (ESC/XPK), this BPA may be canceled with 30 days written notice to the BPA Holder by the ITSP II PCO (ESC/XPK).

19. VOLUME

The Government estimates, but does not guarantee, that the potential volume of services ordered from all ITSP II BPA Holders will be 9,100 labor years over an approximate five year period. If the actual amount ordered is less than the estimate, the Government will not be liable for any price difference between the quantity discount offered based on the estimate and the amount of services actually ordered. The Government is under no obligation to the BPA Holder/Team Member to purchase any specified quantity of services.

20. OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Ordering PCO.

21. ORDERS

- a. Order Management Requirements: Delivery of services shall not be implemented until a task order has been awarded. The BPA Holder/Team Member shall respond within five (5) working days from the issuance of the order, identify the Task Leader and arrange for a meeting between the BPA Holder/Team Member Task Leader and the ordering office's FAE to obtain the necessary detailed information to proceed with the task.
- b. Order Procedures: Each RFQ for an order will contain a performance based SOO describing the program to be supported, description of the task, evaluation criteria, the deliverables, an order start and completion date, and name of the FAE. The BPA Holder(s) solicited will respond to the SOO with a Statement of Work (SOW), a proposed technical solution including labor mix and hours, and a proposed ceiling price for the order and any of it's option periods. Unsolicited proposals will not be accepted. The SOW and labor mix will be incorporated into any resulting order.
- c. Order Accounting: The BPA Holder/Team Member's order accounting system shall provide traceability of all labor hour and cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation Accounting Classification Reference Number (ACRN) at the Info SubCLIN level. Under no circumstances shall any invoice exceed the period of performance, hours or ceiling price for any funded order. The BPA Holder/Team Member will separately track and invoice US Government and FMS charges. All invoices submitted for payment shall clearly identify:
 - (1) ITSP II task order number.
 - (2) Period of performance.
 - (3) Amount due by Info SubCLIN/ACRN.
 - (4) Labor hours provided per labor category.

- d. Reporting: The BPA Holder/Team Member shall prepare and maintain a Funds and Man-hour Expenditure Report for each order for both labor hour and firm fixed price (FFP) orders (See Atch 2). The BPA Holder/Team Member shall electronically submit this report to ESC/XPK in addition to any other addressees listed in Block 14 of the order's DD Form 1423, Contract Data Requirements List (CDRL). The Funds and Man-hour Expenditure Report will be prepared and submitted by those individuals covered by company overhead and will not be directly charged to any specific labor category on a specific order. The format will be in accordance with the CDRL and will be rejected if not submitted in this format.
- e. Allowable Costs: In order for man-hours to be invoiced, deliverable services must have been performed in direct support of a requirement in the task order SOW. In the course of business, situations may arise where Government facilities may not be available for performance of the task order requirements (i.e., base closure due to weather, Force Protection conditions, etc.). There may also be occasions when ESC support contractors are invited to participate in morale and recreational activities (i.e., holiday parties, golf outings, sports days and other various social events). Under these circumstances, contractor employees must comply with individual company policy that is in accordance with that company's compensation system. In accordance with FAR 37.104(b) personal service contracts are prohibited. The Government does not have an employer/employee relationship with contractor employees and therefore is not authorized to grant administrative leave or expend Government resources to compensate contractor employees for hours expended on activities not included in SOWs. Submission/acceptance of non-work related time as billable under the submission of a public voucher (invoice) for payment constitutes a false claim which may lead to criminal sanctions, fines, suspension and/or debarment.
- f. Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA Holder/Team Member shall present a final accounting to the Ordering PCO that contains a complete and accurate listing of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a copy of the contractor's request to its DCMA Administrative Contracting Officer (ACO) for initiation of Quick Closeout Procedures in order to expedite arriving at final General and Administrative (G&A) rates for each year of performance under the order. If the Government concurs with this submitted record and the proposed actuals incurred, by Info SubCLIN, are within the ceiling price of the task order, then the Government can more swiftly sign off on a DD Form 250 (Material Inspection and Receiving Report) as another step in completing the closeout process. The parties will strive to reach final agreement on any applicable cost reimbursement CLIN G&A rates, so that any underpayments due the contractor can be billed for (or excess payments to the contractor can be reimbursed to the U.S. Treasury, should final G&A rates be less than those previously billed when estimated amounts were used), and the Government can then deobligate any remaining unliquidated funds.

22. PERFORMANCE

The following terms and conditions are applicable:

- a. All services will be initiated within 30 calendar days following receipt of a valid order, unless otherwise specified in the order.
- b. The BPA Holder/Team Member shall be familiar with DoD, Air Force and subordinate command acquisition regulations, directives and instructions.
- c. The BPA Holder/Team Member shall not provide technical direction to any other acquisition BPA Holder/Team Member(s), not performing on their Team, or government personnel at any time. Neither shall the Government directly supervise BPA Holder/Team Member employees. Day to day supervision of support contractor personnel should be conducted by the BPA Holder Task Leader wherever the support contractor personnel are located. All direction of the BPA Holder/Team Member shall be through the Ordering PCO of the ordering organization specified in each individual order. Technical tasking assignments for the BPA Holder/Team Member will be transmitted by the ordering office's FAE (or program manager) to the BPA Holder's Task Leader.
 - d. The ordering period will be five (5) years beginning on the BPA issue date.
- e. Capitalization Requirements: The BPA Holder/Team Member may be required to provide their employees sufficient microcomputer equipment to support orders. The requirement for microcomputer equipment will be defined in the task order solicitation, if necessary. The BPA Holder/Team Member shall be able to support

the automatic transmission of unclassified data only to the requiring Program Office by modem if so requested. Any computers connected to, or transmits to (connected or via magnetic media) the Government shall be properly protected from computer viruses. The BPA Holder/Team Member shall be capable of supporting the software packages utilized by ESC for the indicated processors. Specific software packages utilized within an ordering office shall be stated in the order SOW if it is other than Microsoft Office Professional or Microsoft Project.

- f. Marketing Limitations: The BPA Holder/Team Member shall ensure that marketing/business opportunity telephone contact and personal visits with the Government personnel in the offices of authorized users is within reason. Any marketing determined excessive by the ITSP II PCO (ESC/XPK) will be sufficient grounds for cancellation of this BPA. BPA Holder's are encouraged to use their website to enhance their marketing.
- g. Cancellation: This BPA may be canceled if the BPA Holder fails to perform in accordance with the terms and conditions of the GSA contract, this BPA, any order established under this BPA, or if deemed to be in the best interests of the Government.

23. WEBSITE AND ELECTRONIC MAIL REQUIREMENT

Every BPA Holder/Team Member is required to maintain a website on the World Wide Web accessible by all authorized BPA users via the Internet. The following information must be posted at this site and shall be kept up to date: all labor categories, labor rates, category descriptions, and administrative data, consisting of points of contact, mailing address, billing address, cognizant ACO, cognizant DCMA and DFAS office, appropriate socio-economic information, CAGE Code, DUNS number and TIN. If a BPA Holder is a Team Lead, the website must include a list of all Team Members. This website will be the primary source of information to authorized users about BPA Holders. Every BPA Holder/Team Member must also have electronic mail capability

24. MARKET RESEARCH VIA PROCUREMENT AUTOMATION PROJECT (PAP)

- a. PAP is a Government market research tool designed to provide efficient and economical contract transaction management. It will present competing ITSP BPA Holder/Team Member data in an equitable and unbiased manner to System Program Office (SPO) contracting officers using eXtensible Markup Language (XML) web-based technologies.
- b. PAP requires each ITSP BPA Holder/Team Member create an XML catalog using Document Type Definitions (DTD). One of the requirements of this DTD is a list of core competencies. BPA Holders/Team Members who do not include each of their competencies risk elimination through market research. The XML catalog will be uploaded as a link to your current company website for access by the Government server. This link will not be accessible to the public. The information obtained from this link will be maintained for Government access only. PAP does not require that your entire website be changed to XML format. The data from your website will be used to build and update the Government database.
- c. Market research utilizing PAP is the minimum mandatory requirement for ITSP II. Once requirements are defined, ordering offices will query the PAP database for qualified BPA Holders. The resulting list of BPA Holders will represent the minimum source list to be solicited for that effort.

25. INVOICES

a. Inspection and acceptance shall be accomplished as follows: The FAE in the ordering office is hereby designated as the point of final inspection and acceptance by the Government for all services furnished under any resulting order. The BPA Holder/Team Member will submit each invoice, including all back-up data, to the FAE for review and signature. When the FAE receives an accurate and complete invoice, he/she will return a signed copy to the BPA Holder/Team Member Task Leader within five (5) working days. If the invoice is incomplete or inaccurate, the FAE will return the unsigned invoice to the BPA Holder/Team Member Task Leader for correction. In the absence of both the FAE and alternate FAE, the BPA Holder/Team Member shall consult the Functional Area Chief (FAC) for direction. One copy of the signed invoice will then be forwarded by the BPA Holder/Team Member to their cognizant

DCMA Administrative Contracting Officer (ACO); 3 copies to their cognizant DCAA office; and the original invoice to their cognizant Defense Finance Accounting Service (DFAS) location, as designated in their task order, for payment. Final payment for each order will be accomplished by final DD Form 250, Material Inspection and Receiving Report.

b. In accordance with FAR Clause 52.232-7, an itemized invoice shall be submitted to the order's Government FAE at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received.

26. DATA REQUIREMENTS

All deliverable data under individual orders will be specified on a DD 1423, CDRL, attached to the order. The Funds and Man-hour Expenditure Report is a mandatory CDRL submission (see Atch 2 to the BPA). Government users may add others, as required, to their task order.

27. SECURITY

- a. Prospective BPA Holders should note that ESC intends to issue orders whose scope of effort may be in support of classified programs. In order to be eligible to provide ITSP II support to classified programs, the BPA Holder (including any proposed Team Member or subcontractor) must be a United States owned firm and possess a security clearance at the level required by the proposed order. Individuals performing work under these orders must be United States citizens and must comply with applicable program security requirements which require personnel security clearances up to and including Top Secret. The security clearance requirements will depend on the security level required by the proposed order. The orders will also require access to sensitive compartmented information (SCI) for which SCI eligibility will be required. BPA Holders who do not possess adequate security clearances will not be considered for award of those orders.
- b. If a DD 254, Department of Defense Contract Security Classification Specification, is required, one will be attached to the order addressing particular security requirements.
- c. DoD military, civilian, consultants, and contractor personnel using unclassified automated information systems, including e-mail, must have, at a minimum, a completed favorable National Agency Check (NAC)/Entrance NAC in accordance with DoD 5200.2-R, Personnel Security Program, January 1987. The Contractor is required to complete the application and apply for a NAC, for any employee not currently having a NAC, upon receipt of a task order where the employee will have access to automated information systems. The Contractor shall diligently pursue obtaining NACs for its employees.

28. OPTION TO EXTEND THE TERM OF THE BPA

- a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the BPA expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.
- c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contracts.

29. ITSP OMBUDSMAN

Ombudsmen have been appointed to specifically address concerns related to ITSP II. The Ombudsmen do not participate in the selection of contractors for orders, nor do they diminish the authority of the program manager or contracting officer. Issues or problems that can not be resolved satisfactorily at the Program Manager and/or Contracting Officer level may be brought to the Ombudsman. When approached with an issue or query, the

Ombudsman will independently assess the situation and provide a response or initiate a resolution, and when requested, will maintain confidentiality as to the source of the inquiry. The ITSP II Ombudsmen are as follows:

ESC, Hanscom AFB; CPSG (Kelly AFB)	John Nunziato*	Acting Director of Contracting	ESC/PK	(781) 377-2201	John.nunziato@hanscom.af.mil
SSG (Gunter AFB)	Melvin W. Carr, Jr.	Deputy Director of Contracting	SSG/PK	(334) 416-5323	melvin.carr@gunter.af.mil
MSG (WPAFB)	Reginald L. Adams, Lt Col, USAF	Director of Contracting	MSG/PK	(937) 257-4053	reginald.adams@wpafb.af.mil
38 EIG (Tinker AFB)	Karen F. Nobles	Director of Contracting	38 EIG/PK	(405) 734-9394	karen.nobles@tinker.af.mil

^{*}Note: Mr. Nunziato may also serve as an Alternate ITSP II Ombudsman for all GSUs.

30. POINTS OF CONTACT

Mailing Address:

ESC/XPK

5 Eglin St

Hanscom AFB MA 01731

Fax Number:

(781) 377-7033

Program Contacts:

Dorothy Febbi	ITSP II Contracting Officer	(781) 377-8859
Dorothy.febbi@hanscom.af.mil		
Mary Shea	ITSP II Contract Specialist	(781) 377-8751
Mary.shea@hanscom.af.mil		
Erik Urban	ITSP II Contract Specialist	(781) 377-6363
Erik.urban@hanscom.af.mil		
Susan Kennison	ITSP II Program Manager	(781) 377-8724
Susan.kennison@hanscom.af.mil		

ATTACHMENT 1

GSA FSS SPECIAL ITEM NUMBERS (SIN) APPLICABLE TO THE ITSP II BPA

00CORP - Corporate Contract SIN C D301 - IT Facility Operation and Maintenance Services C D302 - IT Systems Development Services C D304 - IT Telecommunications and Transmission Services C D306 - IT Systems Analysis Services C D307 - Automated Information System Design and Integration Services C D308 - Programming Services C D310 - Backup and Security Services C D311 - IT Data Conversion Services C D313 - Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services C D316 - Telecommunications Network Management Services C D317 - Automated News Services, or Other Information Services C D399 - Other ADP and Telecommunications Services C R704 – Auditing Services C R706 - Logistics Support Services C R710 - Financial Services 70 - General Purpose Commercial Information Technology Equipment, Software and Services SIN 132 51 - Information Technology Services 872 - Auditing Services and Financial Management Services SIN 872 2A - Accounting Services 872 2B – Budgeting Services 872 2D - Financial Reporting & Analysis Services 872 2E - Financial Planning & Performance Measurement Services 872 2G - Other Financial Management Services 872 2H - Financial Management Related Training Services) 874V - Logistics Worldwide (LOGWORLD) SIN

874 502 – Acquisition Logistics
874 504 – Deployment Logistics
874 505 – Logistics Training Services
874 599 – Introduction of New Service

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding thus burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget. Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contractiff PR No. listed in Block E.										
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4. AUTHORITY (Data Acc	quisition Document No	.)	5. CONTRAC	T REFERENC	E		6. REQUIRING OFFICE			
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Block 12: Fifteen (15) work days after end of first calendar month.										
Block 13: Monthly thereafter. For last submission or final report, closeout										
shall be submitted ninety (90) calendar days after completion of period of										
performance as			-	•						
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Block 14: Unless otherwise specified, submission will be provided										
electronically (soft copy) in Microsoft Excel (Office 97) format.										
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the DD Form 1423			,		approved the			signed		

DD FORM 1423-1, JUN 90 (EG)

APPENDIX A APPLICABLE TO THE ITSP II BPA

Check each location where services are being offered under this BPA (Reference	Ordering Office	Location
i aia 3 oi tilis bi Aj	Hanscom AFB MA	Greater Boston Area
Para 3 of this BPA)	Hanscom AFB MA 38EIG 38EIG (738 EIS) AC	Tinker AFB, OK Keesler AFB, MS DARPA, Arlington VA Eglin AFB FL Kirtland AFB NM Offutt AFB NB Saudi Arabia Langley AFB, VA Alaska Hurlbert AFB, FL Warner Robbins AFB GA Montgomery AL SSG Bogota, Colombia Nellis AFB, NV Miami, FL Key West, FL Waddington, UK Seattle WA Manching, Ger Paris, France Tinker AFB, OK Warner Robbins AFB, GA Pittsburgh, PA Kelly AFB, TX Lackland AFB, TX Langley AFB, VA Illinois Institute of Technology (IITRI) Annapolis, MD St. Louis, MO Tokyo, Japan Ramstein AB, Germany
	EM	(USAFE/SFX)
	FM GA GA GA IN JS JS, FD JS JS	Warner Robbins AFB GA Wash, DC Eglin AFB, FL Andrews AFB, MD Wright Patterson AFB, OH Seattle WA Melbourne, FL Warner Robbins AFB GA Tinker AFB, OK Brussels, Belgium Langley AFB, VA

MC Arlington VA (MC/DI)

MSG WPAFB OH
MSG Hill AFB, UT
MSG Kelly AFB, TX
MSG Ft Monmouth NJ
MSG McClellan AFB, CA
MSG Tinker AFB, OK

MSG ALC/Warner Robbins AFB GA ND Albuquerque (CMAH), NM

ND Schriever AFB, CO ND Peterson AFB, CO PEO/SCS San Diego, CA

PI Hill AFB UT (ESC/PIH)
PI WPAFB OH (ESC/PIW)
SSG Gunter Annex, Maxwell AL
SSG (IL) Geilenkirchen AB, GE

SSG (IL) Eglin AFB, FL
SSG (IL) Hill AFB UT
SSG (IL) Kelly AFB, TX
SSG (IL) Netherlands

SSG (IL) Warner Robbins AFB GA

SSG (IL) Tinker AFB OK

SSG (IL) Ft. Belvoir, VA

SSG (IL) Ft. Lee, VA

SSG (IL) Ft. Meade, MD

Lackland AFB, TX

SR

SR Langley AFB, VA

SR Patuxent NAS, VA

SR Kelly AFB, TX

SR Warner Robbins-ALC, GA

Wright Patterson AFB, OH

SR